



COMMUNITY DEVELOPMENT COMMISSION

County of Los Angeles

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Gloria Molina
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Commissioners

Carlos Jackson

Executive Director

June 10, 2003

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**CONTRACT FOR ENVIRONMENTAL REMEDIATION OF
10426 SOUTH NORMANDIE AVENUE IN UNINCORPORATED LOS ANGELES (2)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the remediation of the County-owned property located at 10426 South Normandie Avenue in unincorporated Los Angeles County, is exempt from the National Environmental Policy Act (NEPA) and categorically exempt from the California Environmental Quality Act (CEQA), because the proposed work will not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director of the Community Development Commission to execute the attached Contract for Environmental Remediation Services with Geo-Cal, Incorporated, in the amount of \$96,900, to perform site remediation in accordance with the Vapor Extraction Pilot Test and Remediation Design Report approved by the California Regional Water Quality Control Board (RWQCB), Los Angeles Region, and to commence work within 21 days of issuance of a Notice to Proceed, which will not exceed 60 days following the date of Board approval.
3. Authorize the Executive Director to use Community Development Block Grant (CDBG) funds allocated to the Second Supervisorial District, for the purposes described above.
4. Authorize the Executive Director to approve contract change orders to provide time extensions and to pay for unforeseen project costs not exceeding \$19,380, using the source of funds described above.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award a contract to Geo-Cal, Incorporated, to perform soil vapor extraction in accordance with the approved Vapor Extraction Pilot Test and Remediation Design Report, and in accordance with the additional conditions required by the RWQCB. This contract provides for a six-month period of equipment operation at a specified performance rate, monitoring, and final site testing which is expected to result in attainment of required clean-up levels and closure of the site by the RWQCB.

FISCAL IMPACT/ FINANACING:

There is no impact on the County general fund. The Contract for Environmental Remediation Services will be funded with \$96,900 in CDBG funds allocated to the Second Supervisorial District. A 20 percent contingency, in the amount of \$19,380 is also being set aside for unforeseen costs, using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The subject property, located at the northeast corner of Normandie Avenue and 105th Street, formerly served as the Athens Waterworks Yard for the County Department of Public Works (DPW). It consists of approximately 34,800 square feet of land, which is improved with a 7,800 square foot structure comprised of a warehouse and business offices.

On June 30, 1998, your Board made a finding that the subject property was no longer required for County use, including park and recreation purposes, and approved the sale of the property to the Commission. The Commission agreed to purchase the property for \$320,000, less all costs to remove two 4,000 gallon underground gasoline storage tanks and soil contamination discovered during tests conducted on the site in 1988 and 1990. Following removal of the tanks, the Commission, under the regulatory oversight of the DPW, conducted soil sampling to further delineate the extent of gasoline-impacted soil. The sampling revealed more extensive soil contamination than initially estimated.

A Remedial Action Workplan dated October 12, 2001, prepared for the Commission by Rincon Consultants, Incorporated (Rincon), recommended the installation and operation of a soil vapor extraction system. This report was submitted to DPW for approval. On November 19, 2001, DPW notified the Commission that the site had been referred to the RWQCB. On November 29, 2001, the RWQCB advised the Commission they would assume lead regulatory agency status for overseeing the cleanup, and requested submission of appropriate site assessments and file documentation for evaluation. The Commission submitted the requested assessment information, including a Vapor Extraction Pilot Test and Remediation Design Report prepared by Rincon, dated December 18, 2001.

On March 11, 2002, the RWQCB approved the Commission's remediation design, with certain additional conditions, including specified testing protocols for soil vapor samples, submission of a waste water disposal plan prior to feasibility testing, submittal of a Health and Safety Plan to be implemented 10 days prior to initiation of field activities, proof of compliance with permit requirements from the South Coast Air Quality Management District and other appropriate agencies prior to the start of any dual-phase extraction events, and the required content of status reports.

After site closure is received from the RWQCB, and following appropriate review of future development plans pursuant to the requirements of NEPA and CEQA, the Commission will develop the property with housing, or with other uses consistent with the Commission's mandate, and with surrounding land uses and land use patterns.

Should the contractor require additional or replacement personnel during the term of the contract, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the minimum qualifications for the open position. The contractor will contact the County's GAIN Division for a list of participants by job category.

The Contract for Environmental Remediation Services has been approved as to form by County Counsel and executed by Geo-Cal, Incorporated.

ENVIRONMENTAL DOCUMENTATION:

Remediation of the site is being performed under the regulatory oversight of the RWQCB in accordance with an approved Vapor Extraction Pilot Test and Remediation Design Report. Pursuant to the Code of Federal Regulations, Part 58, Section 58.34(5) and (10), the project is exempt from the requirements of NEPA, because it will not alter existing environmental conditions, involves testing of property for hazards, and includes temporary improvements that do not alter environmental conditions and are limited to restoration of imminent threats or physical deterioration.

The project is categorically exempt from the provisions of CEQA, pursuant to State CEQA Guidelines 15330, because it involves a minor cleanup action, costing \$1,000,000 or less, to mitigate the release of a hazardous substance, and does not have the potential for causing a significant effect on the environment.

The environmental review record for this project is available for viewing by the public during regular business hours at the Commission's main office located at 2 Coral Circle, Monterey Park.

CONTRACTING PROCESS:

On November 1, 2002, the Commission initiated an outreach to identify a contractor to

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complete the remediation project. Notices of the Request for Proposals (RFP) were mailed to 158 environmental remediation firms identified from the Commission's vendor list. Advertisements also appeared in nine newspapers, six of which are minority publications, and on the Los Angeles County Web Site. Firms were invited to call for the entire RFP at the Commission's main office, or to download the information from the Internet.

On December 6, 2002, nine proposals were received and formally opened. The proposals were independently evaluated and ranked by a review panel of Commission personnel familiar with the requirements of the project. Based upon the qualifications and experience of the firm, the responsiveness of the proposal, and the bid amount, Geo-Cal, Incorporated was determined to be the highest ranking proposer and is being recommended for the contract award. The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROJECT:

The remediation will reduce contaminants on the site below levels of concern and enable the property to be returned to productive use.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments:2

ATTACHMENT A

Summary of Outreach Activities

Request for Proposals (RFP) For Environmental Remediation Services

On November 1, 2002, the Community Development Commission initiated the following outreach to identify qualified environmental firms to perform soil vapor extraction at 10426 South Normandie Avenue in the unincorporated area of Los Angeles County.

A. Newspaper Advertising

On November 1, 2002, notice of the RFP was sent to nine local newspapers, six of which are minority publications.

Dodge Construction News	Eastern Group Publications (all zones)
Los Angeles Times	WAVE Community Newspapers (all zones)
The Daily News	International Daily News
	Long Beach Press Telegram
	Los Angeles Sentinel
	La Opinion

The Notice was also posted on the County's Web Site for the entire 22-day duration of the advertisement period.

B. Distribution of RFP Packet

The Commission's vendor list was used to mail the Notices of the RFP to 158 environmental remediation firms of which 68 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 22 proposal packages were requested and distributed.

C. Pre-Proposal Conference and Site Walk

On November 7, 2002, 22 contractors attended the mandatory pre-proposal conference and site walk.

D. Submittal of Proposals

On December 6, 2002, a total of nine firms submitted proposals. Of these, two identified themselves as minority-owned.

E. Review of Proposals

From January 6, 2003 to March 1, 2003, a review panel consisting of Commission staff familiar with the project reviewed the proposals and ranked each firm independently. The proposal submitted by Geo-Cal, Incorporated, was most responsive, and provided the lowest cost. Based on the qualifications of the firm, the responsiveness of the proposal, and the bid amount, Geo-Cal, Incorporated, is being recommended for award of the environmental remediation contract.

E. Participation of Minority and Women – Selected Firm

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Geo-Cal, Incorporated	Minority	Total: 12 5 minorities 2 women 42% minorities 17% female

F. Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Hart Crowser, Inc.	Non-Minority	Total: 222 39 minorities 90 women 18% minorities 41% female
Tetra Tech, Inc.	Non-Minority	Total: 642 111 minorities 231 women 17% minorities 35% female
Shaw Environmental, Inc.	Non-Minority	Total: 4905 782 minority 1266 women 16% minorities 26% female

Geofon, Inc.	Minority	Total: 32 18 minorities 6 women 56% minorities 19% female
Trihydro, Inc.	Non-Minority	Total: 100 3 minorities 23 women 3% minorities 23% female
ICF Consulting, Inc.	Non-Minority	Total: 1158 199 minorities 510 women 17% minority 44% female
TRC	Non-Minority	Total: 368 61 minority 58 women 16% minority 15% female
The Reynold's Group	Declined to provide information	

The Commission conducts on-going outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. With the exception of The Reynold's Group, the above information has been voluntarily provided to the Commission.

The recommended award of contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

CONTRACT FOR ENVIRONMENTAL REMEDIATION SERVICES

THIS CONTRACT is made and entered into this ____ of _____ 2003, by and between the Community Development Commission of the County of Los Angeles, (hereinafter "Commission") and Geo-Cal, Incorporated, (hereinafter "Consultant"), for the performance of environmental remediation services at 10426 South Normandie Avenue, Los Angeles, California (formerly known as the Athen's Waterworks Yard). The property is currently owned by the County of Los Angeles, and will be remediated by the Commission in accordance with the County's authorization and approval.

RECITAL

WHEREAS, the Commission desires to enter into a contract with the Consultant for the performance of environmental remediation services;

WHEREAS, the Consultant is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out said business and the tasks to be performed under this Contract; and

WHEREAS, the Consultant declares that the Consultant is engaged in the same or similar activities for other clients and is qualified to perform the services herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the Commission and the Consultant agree as follows:

TERMS AND CONDITIONS

1. Scope of Services

The scope of services shall be as outlined in the Commission's Request for Proposal (RFP) No. CM-03-028. No work shall commence on this project until a written Notice to Proceed is issued by the Commission. Work shall commence within 21 days of issuance of a Notice To Proceed.

The Scope of Services shall include the Commission's RFP No. CM-03-028 and the Consultant's Proposal for Professional Services dated December 6, 2002, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Contract, the terms of this Contract shall govern.

2. Compensation

Contract Type and Payment – Not To Exceed Price. The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Contract, inclusive of all costs and expenses, the maximum, not to exceed price of Ninety Six Thousand Nine Hundred Dollars and No Cents (\$96,900.00) according to the Bid Sheets attached in Consultant's Proposal for Professional Services dated December 6, 2002. The Consultant shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Consultant's duties, responsibilities, or obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Commission's express prior written approval.

The Commission shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by the Commission's Project Manager, as stated in the Commission's RFP No. CM-03-028 and the Consultant's Proposal for Professional Services dated December 6, 2002. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to the Commission.

The Consultant's payments shall be as provided in the Consultant's Proposal for Professional Services dated December 6, 2002 and the Consultant shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the Commission. If the Commission does not approve work in writing no payment shall be due to the Consultant for that work.

- b. Supplemental Consultant Services may be required at the Commission's discretion, upon prior written authorization by the Commission, and will be based on Consultant's fee schedule as outlined in the Proposal for Professional Services dated December 6, 2002.
- c. In the event that budget reductions occur in any fiscal year covered by this Contract that may cause the Commission to consider terminating this Contract, the Commission may attempt to renegotiate the terms of this Contract to reduce the cost thereof in lieu of termination under the termination provisions of the contract.
- d. All funds for payment of services rendered after June 30 of the current fiscal year are subject to the Commission's legislative appropriation for this purpose.

Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Contract, the Commission shall not be obligated for Consultant's performance hereunder or by any provision of this Contract during any of Commission's future fiscal years unless and until the Commission's Board of Commissioners appropriates funds for this Contract in the Commission's budget for each future fiscal year, and in the event that funds are not appropriated for this Contract, this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

The Commission shall notify Consultant in writing of such non-appropriation of funds at the earliest possible date.

- e. Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Contract. Should Consultant receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Contract.

3. Contract Modifications

If any additional services other than those specified herein are ordered in writing by the Commission, a contract modification, signed by both parties shall be issued which identifies the change in services and any resulting change in contract amount, period of performance, or any other term and condition of this contract.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. Commission's Responsibility

The Commission will make available drawings, specifications, and other records as available in the Commission's Work file. Notwithstanding the foregoing, the Commission does not represent the accuracy of the content of said materials.

6. Commission's and Consultant's Representatives

Representatives of Commission

All completed written documentation and other notices, demands or communications required to be given under the terms of this Contract shall be deemed to have been made to the Commission if mailed or hand delivered to the following designees of the Construction Management Division's Director: Dan Mendoza, Project Manager. In the event of the absence of the Commission's Project Manager, all communications shall be directed to DeAnn Johnson, Construction Management Manager. Notices to the Commission shall be sent to the following address:

Community Development Commission
of the County of Los Angeles
Construction Management Division
2 Coral Circle
Monterey Park, California 91755
Attn: Dan Mendoza

All notices, demands, communications, work assignments or requests for technical assistance required under the terms of this Contract, shall be made in writing and shall be deemed to have been made if mailed, transmitted via facsimile or electronic mail (email), or hand delivered.

Representatives of Consultant

Henry Olivier, is hereby designated as the Consultant's Project Manager authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith. All notices to the Consultant shall be served in writing, addressed as follows:

Henry Olivier
Project Manager/Vice-President
Geo-Cal, Inc.
P.O. Box 9493
San Bernardino, California 92427

Each party shall promptly notify the other party of any change of address to which notices shall be sent pursuant to this Contract.

7. Term and Termination

The term of this Contract shall commence on the date stipulated in the Notice to Proceed. This Contract provides for a six-month period of equipment operation and monitoring at a specified performance rate which is expected to result in attainment

of required cleanup levels and closure of the site by the California Regional Water Quality Control Board. The Commission may, at its sole discretion, cancel or terminate this Contract for any reason, without any liability other than payment for work already performed up to the date of termination by giving three days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered. In the event of any such termination by the Commission, Consultant shall provide to Commission a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by the Commission.

8. Indemnification

Consultant agrees to indemnify, defend, and hold harmless the Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles, the County of Los Angeles, its elected and appointed officers, employees, and agents from and against any and all liability and expense, including without limitation, defense costs and legal fees, demands, actions, fees, costs or claims and lawsuits for damages of any nature whatsoever (or worker's compensation benefits), arising from, or connected with, Consultant's acts or omissions, willful misconduct or negligent conduct, whether active or passive, including without limitation claims for breach of contract, bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care, custody, or control of Consultant).

9. Invoicing

The Consultant shall forward monthly invoices for the preceding month to the Commission, in a form acceptable to the Commission, covering all sums payable to the Consultant hereunder. Invoices submitted shall show detailed unit charges and detailed charges for the authorized time and material expenses, itemized separately.

Invoices shall be prepared in duplicate and submitted to the Commission's Project Manager.

Within 30 days after receipt of an invoice, the Commission shall pay all invoice amounts plus or minus any adjustments that are mutually agreed upon.

10. Insurance

Consultant shall procure and maintain at Consultant's expense for the duration of this Contract the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, employees or subconsultants:

- a. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant.

- b. PROFESSIONAL LIABILITY INSURANCE in an amount not less than \$1 million.
- c. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- d. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A:VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

Consultant shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

General Liability and Automobile Liability policies shall be endorsed to contain the following provision:

The Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles, the County of Los Angeles and their officials and employees, are to be covered as additional named insured by endorsement with respect to liability arising out of activities performed by or on behalf of the Consultant.

Failure on the part of the Consultant to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Commission may immediately terminate this Contract.

11. Revenue Disclosure Requirements

The Commission has given the Consultant permission to keep books and records at its office located at 4370 Hallmark Parkway, Suite 101, San Bernardino, CA 92407.

12. Access and Retention of Records

The Consultant shall provide access to the Commission, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts and transcriptions. The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

13. Independent Consultant

The Consultant shall perform the services as specified herein as an independent Consultant and shall not be considered an employee of the Commission or under Commission supervision or control. This Contract is by and between the Consultant and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Commission and the Consultant.

14. Conflict of Interest

The Consultant's authorized representative and signatory to this Contract, warrants, agrees and represents that to the best of his knowledge, the Consultant does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent or less interest in publicly traded companies) or affiliated with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission, which would create a conflict of interest with this Contract. Upon execution of this Contract and during its term, as appropriate, the Consultant shall upon written request, disclose in writing to the Commission any other contractual or employment arrangement from which compensation is received for any project carried out under this Contract. The Consultant agrees not to accept any employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of third parties. The Consultant and its subsidiaries are not precluded from seeking award of competitively bid contracts for additional services with the Commission.

15. Successor and Assignment

The Contract or any provision thereof or any right or obligation arising hereunder is not assignable in whole or in part, without expressed written consent of the Commission.

16. Notices

Commission shall provide Consultant with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, as set forth in Section 6 of this Contract.

Notices addressed as set forth in Section 6 of this Contract shall be deemed received three (3) business days after mailed by United States Mail or when delivered in person with written acknowledgement of the receipt thereof. The Consultant and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

17. Compliance with Laws

The Consultant agrees to be bound by applicable federal, state, and local laws, regulations and directives as they pertain to the performance of the Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85.

The Consultant shall comply with the following laws:

Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Consultant shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or disability with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors and Subcontractors)

During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or workers' representative with which the Consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Consultant's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Commission contracts in accordance with procedures authorized in the Executive Order and, such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these Paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with subcontractor or vendor as a result of such direction by the

contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

18. Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

19. Interpretation

No provision of this Contract is to be interpreted for or against either party because that party, or that party's legal representative, drafted such provision, but this Contract is to be considered as if it were drafted by both parties hereto.

20. Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

21. Contract Evaluation and Review

The ongoing assessment and monitoring of this Contract is the responsibility of the Commission's Construction Management Division Director or his designee.

22. Termination for Convenience

The Commission reserves the right to cancel this Contract for any reason at all upon 30 days prior written notice to the Consultant. In the event of such termination, the Consultant shall be entitled to the prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in such termination.

23. Termination for Cause

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or

unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Commission become its property, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

24. Termination for Improper Consideration

The Commission may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Consultant's performance pursuant to the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

The Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made to the Executive Director of the Commission charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

25. Federal Lobbyist Requirements

The Consultant is prohibited by the U.S. Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of any agency, a Member of Congress in connection with awarding of any federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Consultant will comply with the Lobbyist Requirements.

Failure on the part of the Consultant or persons/subcontractors acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

26. County Lobbyist Ordinance

The Consultant and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Consultant, shall fully comply with the requirements as set forth in said County Code. The Consultant must also certify in writing that they are familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Consultant will comply with the County Code.

Failure on the part of the Consultant and/or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of the Contract upon which the Commission may immediately terminate this Contract and the Consultant shall be subject to civil penalties pursuant to Los Angeles County Code Chapter 2.160.

27. Source and Appropriation of Funds

The Commission's obligation is payable only and solely from funds appropriated through the U. S. Department of Housing and Urban Development (HUD) and for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will notify the Consultant in writing within ten days of receipt of non-appropriation notice.

28. Safety Standards and Accident Prevention

The Consultant shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

29. Drug Free Workplace Act of the State of California

The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

30. Subcontracting

The Consultant shall not subcontract any part of work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval of the Commission.

The Consultant will be fully responsible to the Commission for the acts and omission of his subcontractors and of persons either directly or indirectly employed by them.

The Consultant shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Consultant by the terms of the General Conditions and other contract documents.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Commission.

31. Patent Rights

The Commission will hold all the patent rights with respect to any discovery or invention that arises or is developed in the course of or under this Contract.

32. Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant. All documents become the property of the Commission and the Commission holds all the rights to said data.

33. Consultant's Warranty of Adherence to Commission's Child Support Compliance Program

Consultant acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from Commission through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the Commission's Child Support Compliance Program and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal

Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246b).”

34. Termination for Breach of Warranty to Maintain Compliance With Commission’s Child Support Compliance Program

Failure of Consultant to maintain compliance with the requirements set forth in Section 33, ‘Consultant’s Warranty of Adherence to Commission’s Child Support Compliance Program’ shall constitute a default by Consultant under this Contract. Without limiting the rights and remedies available to Commission under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Board of Commissioner’s may terminate this Contract pursuant to Section 22, Termination for Convenience, or Section 23, Termination for Cause.

35. Post Most Wanted Delinquent Parents List

Consultant acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is Commission’s policy to encourage Commission contractors to voluntarily post a list entitled “L.A.’s Most Wanted: Delinquent Parents” poster in a prominent position at Consultant’s place of business. CSSD will supply Consultant with the poster to be used.

36. Commission’s Quality Assurance Plan

The Commission will evaluate Consultant’s performance under this Contract on a monthly basis. Such evaluation will include assessing Consultant’s compliance with all contract terms and performance standards. Consultant’s deficiencies which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective measure, Commission may terminate this Contract, pursuant to Section 23, or seek other remedies as specified in this Contract.

37. Responsibility and Debarment

- a. A responsible consultant is a consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the, Commission to conduct business only with responsible consultants.

- b. The Consultant is hereby notified that, if the Commission acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the Commission may, in addition to other remedies provided in the Contract, debar the Consultant from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the Commission.
- c. The Commission may debar a consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Commission, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Commission or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission or any other public entity.
- d. If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Consultant may be deemed to have waived all rights of appeal.
- f. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g. These terms shall also apply to subcontractors or subconsultants of Commission Consultants.

38. Confidentiality of Reports

The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

39. Employees of Consultant

Workers' Compensation: Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subcontractors providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

40. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

41. Use of Recycled-Content Paper Products

The Consultant agrees to use recycled-content paper to the maximum extent possible on Commission projects.

42. Greater Avenues for Independence (GAIN) Program

Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social

Services' GAIN Program who meet Consultant's minimum qualifications for the open position. The Consultant shall contact the County's GAIN Division at (626) 927-5354 for a list of GAIN participants by job category.

43. Compliance with Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- a. Unless Consultant has demonstrated to the Commission's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Consultant. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the

Contract and at its sole discretion, that Consultant demonstrate to the Commission's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

- d. Consultant's violation of this Section of the Contract may constitute a material breach. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Consultant from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

44. No Other Compensation Allowed

The Consultant shall not, nor shall it permit any agent, employee or subcontractor employed by it to request, demand or accept, either directly or indirectly, any other compensation or gratuity from any person, firm or corporation for services required to be performed hereunder.

45. Gratuities

The Commission may, by written notice to the Consultant, terminate the right of the Consultant to proceed under this Contract upon one (1) calendar day's notice if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Consultant, or any agent or representative of the Consultant, to any officer or employee of the Commission, with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract, provided that the existence of the facts upon which the Executive Director makes such findings may be reviewed in any court of competent jurisdiction. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Consultant as they could pursue in the event of default by the Consultant.

46. Entire Agreement

This Contract supersedes any and all other agreements, either oral or in writing, between parties hereto with respect to the retention of the Consultant by the Commission and contains all the covenants and agreements between the parties with respect to such retention.

SIGNATURES

IN WITNESS WHEREOF, the Consultant and the Commission have executed this Contract through their duly authorized officers this _____ day of _____, ____.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By_____

Executive Director

Geo-Cal, Incorporated

By_____

Title _____

APPROVED AS TO FORM:

LLOYD W. PELLMAN

County Counsel

By_____

Deputy